

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

IN RE: NEW ENGLAND  
COMPOUNDING PHARMACY, INC.  
PRODUCTS LIABILITY LITIGATION

MDL NO. 1:13-MD-2419-FDS

JUDGE RYA W. ZOBEL

This Document Relates to:

All Cases

**MOTION FOR LEAVE TO WITHDRAW AS COUNSEL FOR AMERIDOSE LLC.**

The Firm of Tucker Ellis LLP, and individual lawyers Richard A. Dean, Thomas W. Coffey and Matthew P. Moriarty, move to withdraw as counsel for Ameridose LLC. Ameridose, through its owners, does not object to the withdrawal. This Motion is made for good cause. There are two reasons justifying withdrawal: Ameridose is already immune from further prosecution of the MDL cases and will soon be formally dismissed; and Ameridose's insurance has been exhausted and the Company cannot pay the Firm for its defense, to the extent a defense is even necessary.

On November 24, 2014, the Trustee, Paul D. Moore, entered into the Ameridose LLC Insurance Settlement, Release and Injunction Agreement (the "Ameridose Settlement Agreement") (Bankruptcy Docket No. 1123-4; NECC MDL Docket No. 1694-2 at Exhibit 2.) In that Agreement, Ameridose and its insured, Pharmacists Mutual Insurance Company ("PMIC"), agreed that upon approval of the Chapter 11 Plan of New England Compounding Pharmacy,

Inc., their liability in these cases would be extinguished and they would be beneficiaries of the plan injunctions. (See Section 10.06 of the Plan, Bankruptcy Docket No. 1355; NECC MDL Docket No. 1890-1 at Exhibit A.)

On May 20, 2015, the United States Bankruptcy Court for the Eastern District of Massachusetts confirmed the Third Amended Joint Chapter 11 Plan of New England Compounding Pharmacy, Inc. (the “Plan”) (See Bankruptcy Docket Nos. 1352-1 and 1355; NECC MDL Docket Nos. 1890 and 1890-1.) The Plan is effective as of the Plan Effective Date, which is June 4, 2015. In effect, because of the injunction, Ameridose is no longer an active part of the MDL as a party. Pursuant to the settlement agreement the PSC, counsel for Ameridose and some other settling defendants are co-operating to take whatever steps are reasonably necessary to effectuate the settlement; the parties are working on various plans to accomplish dismissals and thus formalize the end of Ameridose’s role as a party to the MDL.

PMIC originally retained Tucker Ellis to defend Ameridose. PMIC’s duty to defend Ameridose terminated as of the Plan Effective date, which is June 4, 2015; PMIC has notified Tucker Ellis that it will no longer pay for Ameridose’s defense after June 3, 2015. Tucker Ellis is currently not aware of a law firm that has agreed to accept the representation of Ameridose in the MDL, to the extent representation is necessary, beyond June 3, 2015. Ameridose, through its owners, does not object to Tucker Ellis withdrawing as counsel.

Respectfully submitted,

/s/ Matthew P. Moriarty

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**CERTIFICATE OF SERVICE**

I certify that on June 5, 2015, a copy of the foregoing was filed electronically. Notice of this filing will be sent to all parties by operation of the Court's electronic filing system. Parties may access the filing through the Court's system.

/s/ Matthew P. Moriarty

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